

ULSTER CANAL (TRANSFER).

RETURN to an Order of the Honourable The House of Commons
dated 14 February, 1899;—for,

COPY "of AGREEMENT between the BOARD OF WORKS (IRELAND) and the LAGAN
NAVIGATION COMPANY, relative to the taking over the ULSTER CANAL by
the COMPANY, under the provisions of the Ulster Canal Act, 1888."

(*Mr. O'Connor*)

Ordered, by THE HOUSE OF COMMONS to be Printed,
March 6, 1899.

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32, Abbingdon-street, Westminster, S.W.; or
JOHN MENZIES and Co., 12, Hanover-street, Edinburgh, and
90, West Nile-street, Glasgow.

It is hereby acknowledged that the Canals mentioned in the within Agreement were transferred pursuant to the within Agreement to the Lagan Navigation Company on the 8th April 1889.



W. B. SOADY,
Secretary.



WM. R. REA,
Secretary.

Certified as a true copy.

H. WILLIAMS,
Secretary

Board of Works,
23rd February, 1899.

ARTICLES OF AGREEMENT made this Eighth day of March One Thousand Eight Hundred and Eighty-nine between the COMMISSIONERS OF PUBLIC WORKS IN IRELAND hereinafter called "the Commissioners" which expression shall include their successors and assigns where the context so requires or admits of the one part and the LAGAN NAVIGATION COMPANY hereinafter called "the Company" which expression shall include their successors and assigns where the context so requires or admits of the other part.

WHEREAS by an Act of Parliament passed in the 51st and 52nd year of the reign of Her present Majesty Cap. 137 entitled "the Ulster Canal and Tyrone Navigation Act, 1888," hereinafter called the Act of 1888, the Commissioners are empowered to transfer to the Company the Canal and Navigation, known as the Ulster Canal in the Counties of Tyrone Armagh Monaghan and Fermanagh and all the undertaking property and works thereof and all powers privileges and authorities formerly vested in the Ulster Canal Company (which said property undertaking works powers privileges and authorities are hereafter included in the expression the Ulster Canal) and also the Canal and Navigation known as the Tyrone Navigation or the Coalisland Canal in the County of Tyrone and all the undertaking property and works thereof and all the powers and authorities formerly vested in the Commissioners of Public Works in relation thereto (which said property undertaking works powers and authorities are hereinafter included in the expression the Tyrone Navigation).

NOW it is hereby witnessed that in pursuance of the powers vested in them by the Act of 1888 the Commissioners with the assent in writing of the Treasury as defined by the Act of 1888 do hereby agree on or before the Eighth day of April next to transfer to the Company the Ulster Canal and also the Tyrone Navigation (which are jointly hereinafter referred to as the Canals) subject to the provisions of the Act of 1888 and the terms hereinafter mentioned that is to say —

1. The Company shall immediately after the transfer of the Canals in pursuance of the Agreement proceed to execute complete and finish to the satisfaction of the Commissioners within three years from the passing of the Act of 1888 that is to say—from the Twenty-fourth day of July One Thousand Eight Hundred and Eighty-eight and in such order as the Commissioners may from time to time direct such works repairs and improvements hereinafter designated "the works" as shall give the Ulster Canal a navigable depth of five feet at least from end to end and shall otherwise improve the said Canal "the works" to be executed in all respects in accordance with the specification approved of by the Commissioners before the execution of these Articles and which are set forth in the Schedule hereto.

2. The Company shall constantly maintain a navigable depth of at least five feet throughout the Ulster Canal for its entire length.

3. The Company shall constantly maintain the present depth at least of the Tyrone Navigation that is to say a minimum navigable depth of at least 4 feet 9 inches throughout the Canal for its entire length.

4. Except for a period not exceeding one month in each year and then only when absolutely necessary for cleaning or repairing the Canals the Company shall keep the Canal open for navigation and in a fit state of repair.

5. The Commissioners shall be the sole and exclusive judges as to whether "the works" are well and properly executed and in accordance with the said specifications and whether the Canals are properly kept open for the purposes of navigation and whether they and the works connected therewith are kept in a proper state of repair and if it shall appear to the Commissioners that

"the works" are not executed as aforesaid within the time hereinbefore limited or that the Canals are not properly kept open as aforesaid or that they or "the works" or any of them are not kept in a proper state of repair it shall be lawful for the Commissioners by a notice in writing signed by the Commissioners or one of them or their Secretary for the time being and served upon the Company or their Secretary or left at the Office at Belfast to require the Company within such time as the Commissioners shall direct to execute all works and repairs necessary for the purposes aforesaid or any of them and if the Company shall in the opinion of the Commissioners refuse or make default or neglect to comply with the terms of such notice or to execute all or any of the works or repairs required as aforesaid it shall be lawful for the Commissioners if they think fit to do so (but not otherwise) to issue a Certificate under their Seal setting forth such refusal default or neglect and declaring that the Canals are forfeited by the Company and shall revert to the Commissioners and thereupon the Canals shall vest in the Commissioners.

6. For the purpose of enabling the Company to effect "the works" in accordance with the said specifications the Commissioners shall apply to Parliament during the Session of 1889 for a grant of a sum not exceeding in all Three Thousand Five Hundred Pounds and (if Parliament shall accede to such application) will advance the said sum of Three Thousand Five Hundred Pounds or such other sum not exceeding Three Thousand Five Hundred Pounds as may be granted, hereafter designated "the grant in aid" for the purpose aforesaid in the manner and subject to the following conditions that is to say;—

- (a.) The Company shall expend "the grant in aid" in the execution of "the works" and the Commissioners will as soon as "the grant in aid" had been voted by Parliament pay same to the Company on demand in sums not less than Five Hundred Pounds upon proof to the satisfaction of the Commissioners of the due expenditure on "the works" by the Company of the sum demanded.
- (b.) The Company shall before or as soon as "the grant in aid" has been expended as aforesaid expend a further sum of their own monies such expenditure being at present estimated at Seven Thousand Pounds and also such additional sums if any as may in in the opinion of the Commissioners be necessary for the completion of the works and will if necessary raise the said sum of Seven Thousand Pounds and such additional sums as aforesaid in pursuance of their borrowing powers under the Act of 1888.
- (c.) The Company shall from time to time when required to do so by the Commissioners lay before the Commissioners accounts of the expenditure of "the grant in aid" the said sum of Seven Thousand Pounds and such additional sums as aforesaid.
- (d.) The Company shall use due diligence and expedition in expending "the grant in aid" and the said sum of Seven Thousand Pounds in manner aforesaid and if the Company shall refuse neglect or delay to expend "the grant in aid" or the said sum of Seven Thousand Pounds or either of them or any part of either of them or shall not expend the same with due diligence and expedition (of which diligence and expedition the Commissioners shall be the exclusive judges) then "the grant in aid" shall become and shall be deemed to be a loan and shall be repaid by the Company out of their own monies and shall be a charge on all the revenues of "the Canal undertakings" repayable by half-yearly instalments during a period of ten years until the whole of the "grant in aid" has been repaid and the Commissioners shall have like rights and remedies as if "the grant in aid" had been borrowed by the Company on a mortgage of "the Canal undertakings" and the Company shall if required to do so by the Commissioners execute to them a mortgage of "the Canal undertakings" for same.

7. Immediately after the eighth day of April next the Company shall submit a list of the rates tolls and charges to be levied on the canals in respect of carriage haulage lockage or any other purpose for the approval of the Commissioners.

8. Provision shall be made in the Deed of Transfer for the forfeiture of the Canals by the Company and the reverter thereof to the Commissioners on default being made by the Company in the due performance of the terms of this Agreement.

9. The Company and the Commissioners shall execute all instruments and do all acts and things necessary for carrying into effect this agreement and such instruments shall contain such further or other clauses conditions and agreements (if any) as may be in the opinion of the Commissioners and the Company jointly necessary or desirable for the better or more effectually carrying out the provisions of the Act of 1888 and the terms of this Agreement.

10. If and whenever any difference arises between the Commissioners and the Company as to the meaning of these presents or as to any act matter or thing done or omitted to be done by either of the parties hereto under or by virtue of this Agreement (except the acts matters or things of which the Commissioners are hereinbefore constituted exclusive judges) then and in such case the same shall be referred to and finally decided by the award of a competent person as Arbitrator to be appointed by the Commissioners and the Company jointly or in case they cannot agree upon the appointment of an Arbitrator then by the award of two competent persons as Arbitrators one of whom shall be chosen by the Commissioners and the other by the Company and of an umpire to be named by the two Arbitrators and the Award of such Arbitrator or Arbitrators or of their umpire if they disagree shall be based upon the provisions of these Articles and shall be final binding and conclusive on the Commissioners and the Company and the Arbitrator or Arbitrators or their umpire shall have power to award costs between the Commissioners and the Company and the Award may be made a Rule of the Queen's Bench Division of the High Court of Justice in Ireland on the application and at the expense of either the Commissioners or the Company pursuant to the statute in that case made and provided.

IN WITNESS whereof the said Commissioners and the said Company parties hereto have hereunto affixed their Common Seals the day and year first above written.

Present when the Common Seal of the Commissioners of Public Works in Ireland was affixed the word "eighth" paragraph seven line one being first duly interlined and the word four in paragraph three of the Schedule having been first duly written over "nine" struck out.

W. M. LANE,
Solicitor,
Office of Public Works.

JOHN J. SLOANE,
Office of Public Works, Dublin.

Present when the Common Seal of the Lagan Navigation Company was affixed.

W. R. BEE,
Secretary to the Lagan
Navigation Company.

*Seal of the
Commissioners
of Public Works
in Ireland.*

W. B. SOADY,
Secretary.

*Lagan
Navigation.*

SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT CONTAINING
THE SPECIFICATIONS APPROVED OF BY THE COMMISSIONERS.

1. The repairs and staunching of said Canals and also of all sluices, lock-gates, reservoirs, culverts, and other works connected therewith so as to prevent the waste of water by or through any of them.

2. The repairs of all works and buildings, especially the raising and strengthening of the embankments of the said Canals wherever necessary.

3. The performance of all other works necessary for giving the Ulster Canal a navigable depth of five feet at least from end to end thereof, said navigable depth to be provided at the eastern end of said Canal over the lower sill of Charlemont Lock when the surface of Lough Neagh is at summer level, that is to say at a height of 8 feet over the upper sill of Toome Lock and at the western end of said Canal when the surface of the River Finn is at summer level, that is to say, at a height of 8 feet 4 inches over the lower sill of the 26th Lock of the said Canal.

4. The improvement and maintenance of the transverse section of the Ulster Canal, so that a barge or lighter, drawing 5 feet of water when fully loaded, can be navigated through the said Canal from end to end in an efficient manner.

Revised to the Order of the Honorable The House of
Commons, dated 14 February, 1889 (p. 48).

NOTE: The Agreement between the House of Commons
(Demand) and the House of Lords (Supply),
relative to the taking over the House of Commons by
the House of Lords, under the Provision of the House
of Commons Act, 1889.

(18. 1889)

Ordered by The House of Commons, with Printed,
March 1, 1889

Price 1s.

Order 10.

By